

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

2 Daniel C. Posner (Bar No. 232009)

3 danposner@quinnemanuel.com

4 Susan Estrich (Bar No. 124009)

5 susanestrich@quinnemanuel.com

6 Zack Schenkkan (Bar No. 304738)

7 zackschenkkan@quinnemanuel.com

8 865 South Figueroa Street, 10th Floor

9 Los Angeles, California 90017-2543

10 Telephone: (213) 443-3000

11 Facsimile: (213) 443-3100

12 QUINN EMANUEL URQUHART & SULLIVAN, LLP

13 Robert L. Raskopf (admission *pro hac vice* pending)

14 (robertraskopf@quinnemanuel.com)

15 51 Madison Avenue, 22nd Floor

16 New York, New York 10010-1601

17 Telephone: (212) 849-7000

18 Facsimile: (212) 849-7100

19 Attorneys for Defendant and
20 Counterclaimant Gucci America, Inc.

21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA
23 WESTERN DIVISION

24 FOREVER 21, INC., a Delaware
25 corporation,

26 Plaintiff,

27 vs.

28 GUCCI AMERICA, INC., a New York
corporation, and GUCCIO GUCCI
S.P.A., an Italian entity,

Defendants.

CASE NO. CV 17-04706-FMO(Ex)

**DEFENDANT GUCCI AMERICA,
INC.'S PARTIAL ANSWER,
AFFIRMATIVE DEFENSES, AND
COUNTERCLAIMS FOR**

**1. REGISTERED TRADEMARK
INFRINGEMENT**

**2. TRADEMARK INFRINGEMENT
AND FALSE DESIGNATION OF
ORIGIN**

1 GUCCI AMERICA, INC., a New York
2 corporation,

3 Counterclaimant,

4 vs.

5 FOREVER 21, INC., a Delaware
6 corporation,

7 Counter-Defendant.
8
9

**3. FEDERAL TRADEMARK
DILUTION**

**4. COMMON LAW TRADEMARK
INFRINGEMENT**

**5. STATE TRADEMARK
DILUTION**

**6. STATE UNFAIR COMPETITION
DEMAND FOR JURY TRIAL**

Judge: Hon. Fernando M. Olguin

Trial Date: None Set

PARTIAL ANSWER

Defendant Gucci America, Inc. (“Gucci America”), by and through its counsel, hereby answers each allegation of the Complaint of Forever 21, Inc. (“Forever 21” or “Plaintiff”) that is not unique to the Second, Third, Fourth, and Fifth claims for relief, which are subject to Gucci America’s pending Motion to Dismiss, filed concurrently with this Partial Answer, as follows.

1. Answering paragraph 1 of the Complaint, Gucci America admits that it has notified Forever 21 of its acts of trademark infringement, but otherwise denies the allegations set forth therein.

2. Answering paragraph 2 of the Complaint, Gucci America is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth therein and, on that basis, denies them.

3. Answering paragraph 3 of the Complaint, Gucci America admits that it is a New York corporation having a principal place of business at 195 Broadway, 12th Floor, New York, New York 10007, and otherwise denies the allegations set forth therein.

4. Answering paragraph 4 of the Complaint, Gucci America admits the allegations set forth therein.

5. Answering paragraph 5 of the Complaint, Gucci America admits that it is the owner of the U.S. trademark rights it has asserted against Forever 21, but denies that Guccio Gucci S.p.A. is an owner of those trademarks.

6. Answering paragraph 6 of the Complaint, Gucci America states that the allegations contain legal conclusions to which no response is required; otherwise, Gucci America denies the allegations set forth therein.

7. Answering paragraph 7 of the Complaint, Gucci America states that the allegations contain legal conclusions to which no response is required; otherwise, Gucci America denies the allegations set forth therein.

1 8. Answering paragraph 8 of the Complaint, Gucci America states that the
2 allegations contain legal conclusions to which no response is required; otherwise,
3 Gucci America denies the allegations set forth therein.

4 9. Answering paragraph 9 of the Complaint, Gucci America is without
5 knowledge or information sufficient to form a belief as to the truth or falsity of the
6 allegations set forth therein and, on that basis, denies them.

7 10. Answering paragraph 10 of the Complaint, Gucci America is without
8 knowledge or information sufficient to form a belief as to the truth or falsity of the
9 allegations set forth therein and, on that basis, denies them.

10 11. Answering paragraph 11 of the Complaint, Gucci America is without
11 knowledge or information sufficient to form a belief as to the truth or falsity of the
12 allegations set forth therein and, on that basis, denies them.

13 12. Answering paragraph 12 of the Complaint, Gucci America is without
14 knowledge or information sufficient to form a belief as to the truth or falsity of the
15 allegations set forth therein and, on that basis, denies them.

16 13. Answering paragraph 13 of the Complaint, Gucci America admits that
17 it sent letters to Forever 21 demanding that it cease its infringing activities, the
18 contents of which speak for themselves, and otherwise denies the allegations set
19 forth therein.

20 14. Answering paragraph 14 of the Complaint, Gucci America admits that
21 it sent letters to Forever 21 demanding that it cease its infringing activities, the
22 contents of which speak for themselves, and otherwise denies the allegations set
23 forth therein.

24 15. Answering paragraph 15 of the Complaint, Gucci America admits that
25 it sent letters to Forever 21 demanding that it cease its infringing activities, the
26 contents of which speak for themselves, and otherwise denies the allegations set
27 forth therein.

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1 16. Answering paragraph 16 of the Complaint, Gucci America refers the
2 Court to the referenced document for its contents, and otherwise denies the
3 allegations set forth therein.

4 17. Answering paragraph 17 of the Complaint, Gucci America admits the
5 allegations set forth therein.

6 18. Answering paragraph 18 of the Complaint, Gucci America admits that
7 it asserted its trademark rights in various federal trademark registrations identified in
8 this paragraph of the Complaint, but otherwise denies the allegations set forth
9 therein.

10 19. No answer to the allegations in paragraph 19 of the Complaint is
11 required pursuant to Gucci America's pending Motion to Dismiss.

12 20. Answering paragraph 20 of the Complaint, Gucci America states that
13 this paragraph does not contain allegations to which a response is required, and on
14 that basis it denies the allegations set forth therein.

15 21. No answer to the allegations in paragraph 21 of the Complaint is
16 required pursuant to Gucci America's pending Motion to Dismiss.

17 22. Answering paragraph 22 of the Complaint, Gucci America admits that
18 it sent letters to Forever 21 demanding that it cease its infringing activities, the
19 contents of which speak for themselves, and otherwise denies the allegations set
20 forth therein.

21 23. Answering paragraph 23 of the Complaint, Gucci America admits that
22 it sent letters to Forever 21 demanding that it cease its infringing activities, the
23 contents of which speak for themselves, and otherwise denies the allegations set
24 forth therein.

25 24. Answering paragraph 24 of the Complaint, Gucci America admits the
26 allegations set forth therein.

27 25. Answering paragraph 25 of the Complaint, Gucci America is without
28 knowledge or information sufficient to form a belief as to the truth or falsity of the

1 allegations set forth therein relating to “Forever 21’s knowledge,” and, on that basis,
2 denies them.

3 26. Answering paragraph 26 of the Complaint, Gucci America admits that
4 it has federal trademark rights in the registrations referred to by Forever 21 as the
5 “Gucci Registrations,” but otherwise denies the allegations set forth therein.

6 27. Answering paragraph 27 of the Complaint, Gucci America is without
7 knowledge or information sufficient to form a belief as to the truth or falsity of the
8 allegations set forth therein and, on that basis, denies them.

9 28. Answering paragraph 28 of the Complaint, Gucci America states that
10 the allegations set forth therein contain legal conclusions to which no response is
11 required; otherwise, Gucci America denies the allegations set forth therein.

12 29. Answering paragraph 29 of the Complaint, Gucci America denies the
13 allegations set forth therein.

14 30. Answering paragraph 30 of the Complaint, Gucci America states that
15 the allegations set forth therein contain legal conclusions to which no response is
16 required; otherwise, Gucci America denies the allegations set forth therein.

17 **FIRST CAUSE OF ACTION**

18 **(Declaration of Non-Infringement)**

19 31. Answering paragraph 31 of the Complaint, Gucci America incorporates
20 herein by reference its responses to the allegations in paragraphs 1 through 18, 20,
21 and 22 through 30 of the Complaint as though fully set forth herein.

22 32. Answering paragraph 32 of the Complaint, Gucci America states that
23 the allegations set forth therein contain legal conclusions to which no response is
24 required; otherwise, Gucci America denies the allegations set forth therein.

25 33. Answering paragraph 33 of the Complaint, Gucci America states that
26 the allegations set forth therein contain legal conclusions to which no response is
27 required; otherwise, Gucci America denies the allegations set forth therein.

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1 34. Answering paragraph 34 of the Complaint, Gucci America states that
2 the allegations set forth therein contain legal conclusions to which no response is
3 required; otherwise, Gucci America denies the allegations set forth therein.

4 35. Answering paragraph 35 of the Complaint, Gucci America states that
5 the allegations set forth therein contain legal conclusions to which no response is
6 required; otherwise, Gucci America denies the allegations set forth therein.

7 36. Answering paragraph 36 of the Complaint, Gucci America states that
8 the allegations set forth therein contain legal conclusions to which no response is
9 required; otherwise, Gucci America denies the allegations set forth therein.

10 **SECOND CAUSE OF ACTION**

11 **(Cancellation of Federal Registration Nos. 4379039, 4563151,
12 and 4567112 for Lack of Secondary Meaning)**

13 37. No answer to paragraph 37 is required pursuant to Gucci America's
14 pending Motion to Dismiss.

15 38. No answer to paragraph 38 is required pursuant to Gucci America's
16 pending Motion to Dismiss.

17 **THIRD CAUSE OF ACTION**

18 **(Cancellation of Federal Registration Nos. 1495863, 1511774, 1520796, 1483526,
19 1123224, 1122780, 4379039, 4563151, and 4567112
20 for Aesthetic Functionality)**

21 39. No answer to paragraph 39 is required pursuant to Gucci America's
22 pending Motion to Dismiss.

23 40. No answer to paragraph 40 is required pursuant to Gucci America's
24 pending Motion to Dismiss.

25 **FOURTH CAUSE OF ACTION**

26 **(Cancellation of Federal Registration Nos. 1495863, 1511774, 1520796,
27 1483526, 1123224, 1122780, 4379039, 4563151, and 4567112
28 for Genericism)**

 41. No answer to paragraph 41 is required pursuant to Gucci America's
pending Motion to Dismiss.

1 42. No answer to paragraph 42 is required pursuant to Gucci America's
2 pending Motion to Dismiss.

3 **FIFTH CAUSE OF ACTION**

4 **(Denial of Federal Registration of Marks in USPTO Application Serial Nos.
5 87116786, 87206686, 87116368, 87390952, and 87391139)**

6 43. No answer to paragraph 43 is required pursuant to Gucci America's
7 pending Motion to Dismiss.

8 44. No answer to paragraph 44 is required pursuant to Gucci America's
9 pending Motion to Dismiss.

10 45. No answer to paragraph 45 is required pursuant to Gucci America's
11 pending Motion to Dismiss.

12 46. No answer to paragraph 46 is required pursuant to Gucci America's
13 pending Motion to Dismiss.

14 **PRAYER FOR RELIEF**

15 Gucci denies that Forever 21 is entitled to any relief from Gucci America or
16 the Court.

17 **AFFIRMATIVE DEFENSES**

18 Gucci America asserts the following affirmative defenses as to each claim
19 alleged in the Complaint that is not otherwise subject to Gucci America's pending
20 Motion to Dismiss, filed concurrently with this Partial Answer, without assuming
21 the burden of proof on such defenses that would otherwise fall on Forever 21.
22 Gucci America reserves the right to supplement and/or amend these defenses,
23 including to assert new defenses, as discovery is conducted.

24 **FIRST AFFIRMATIVE DEFENSE**

25 **(Failure to State a Claim)**

26 The Complaint fails to state a claim upon which relief can be granted.
27
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1 **SECOND AFFIRMATIVE DEFENSE**

2 **(Infringement)**

3 Forever 21 is not entitled to a declaration of non-infringement because its use
4 of Gucci America's trademarks constitutes trademark infringement.

5 **THIRD AFFIRMATIVE DEFENSE**

6 **(Waiver, Acquiescence, Estoppel)**

7 Each of the purported claims set forth in the Complaint is barred by the
8 doctrines of waiver, acquiescence, and estoppel.

9 **FOURTH AFFIRMATIVE DEFENSE**

10 **(Laches)**

11 Forever 21's claims are barred in whole or in part by laches, in that Forever
12 21 has unreasonably delayed to enforce its rights, if any, despite its full awareness of
13 Gucci America's actions.

14 **FIFTH AFFIRMATIVE DEFENSE**

15 **(Unclean Hands)**

16 Forever 21's claims are barred in whole or in part by the doctrine of unclean
17 hands.

18 **SIXTH AFFIRMATIVE DEFENSE**

19 **(No Irreparable Harm)**

20 Forever 21's claims for injunctive relief are barred because Forever 21 cannot
21 show that it will suffer any irreparable harm from Gucci America's alleged actions.

22 **ADDITIONAL DEFENSES**

23 Gucci America reserves the right to assert additional defenses.

24
25 WHEREFORE, Gucci America prays for judgment as follows:

- 26 1. That Forever 21 takes nothing by way of its Complaint;
27 2. That the Complaint, and each of its claims for relief, be dismissed with
28 prejudice;

1 3. That Gucci America be awarded its costs of suit incurred herein,
2 including attorneys' fees and expenses; and

3 4. For such other and further relief as the Court deems just and proper.

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COUNTERCLAIMS

For its counterclaims of trademark infringement, trademark dilution, false designation of origin, and unfair competition, defendant and counterclaimant Gucci America, Inc. (“Gucci America”) complains and alleges as follows against plaintiff and counter-defendant Forever 21, Inc. (“Forever 21”).

PRELIMINARY STATEMENT

1. Not content just to continue knocking-off famous fashion brands and then settling with those who complain—all the while profiting handsomely by flaunting the law—Forever 21 now brazenly masquerades as a victim of unfair competition in search of legal redress in the courts. Specifically, despite Gucci America’s repeated warnings to Forever 21 to cease and desist its piracy of some of Gucci America’s most iconic and renowned trademarks, Forever 21 not only continues to market and sell clothing and accessories that blatantly copy those marks, but responded to Gucci America’s assertion of its rights by bringing suit to cancel some of the most famous marks in the fashion world. Gucci America brings these counterclaims because Forever 21 has challenged its most valuable and widely known marks, and further because Forever 21’s legal assault, like its business model, is built on undermining the very notion of trademark protection, which is of critical importance to Gucci America’s brand.




2. From its earliest roots almost a century ago as a purveyor of finely crafted leather goods in Italy, the “Gucci” brand (“GUCCI”) has grown into one of the best-known global brands for high-end fashion and accessories. Gucci America has built and expanded its brand on the foundation of its high-quality luxury products coupled with its consistent and prominent use of a number of logos and designs that have become synonymous with the name “GUCCI” and the products it offers. Among Gucci America’s most famous trademarks are its signature “green-red-green” and “blue-red-blue” webbing trademarks, which have been featured on countless GUCCI products for more than a half-century. These webbing trademarks

1 remain tremendously popular and valuable, and Gucci America continues to use
2 them prominently in its products, making them instantly recognizable as GUCCI.

3 3. In stark contrast to the GUCCI brand's reputation for innovation in
4 design and high-end fashion, Forever 21 has built its business on imitation. On
5 information and belief, this business model has resulted in Forever 21 being sued
6 dozens if not hundreds of times in recent years for infringements and other
7 violations of the intellectual property rights of designers and famous brands, with
8 unknown additional claims of piracy that were resolved short of litigation.

9 4. Consistent with Forever 21's standard practice of knocking off famous
10 brands, in or around December 2016, Gucci America discovered that Forever 21
11 was using Gucci America's distinctive "green-red-green" and "blue-red-blue"
12 webbing trademarks on Forever 21's own products, including as shown in the
13 following examples:

14 Gucci America's Famous 15 Webbing Trademarks	16 Forever 21's Infringing Uses
	

Gucci America's Famous Webbing Trademarks	Forever 21's Infringing Uses
	
	

5. Forever 21's conduct has created a likelihood of substantial confusion among consumers as to the source or origin of Forever 21's products and has deceived consumers into thinking that Forever 21 is affiliated with, sponsored by, or endorsed by Gucci America. It is not. Gucci America has not and does not consent to Forever 21's use of its marks on Forever 21 products. Further, Forever 21's use of Gucci America's marks has damaged Gucci America by impinging on the distinctiveness of the marks that consumers recognize as a designation of origin

1 associated exclusively with the GUCCI brand, and by falsely associating Gucci
2 America's symbol of quality in luxury goods and high-end fashion with Forever
3 21's brand of mass-produced designer "knock-offs."

4 6. Forever 21 has initiated this action preemptively seeking to terminate
5 the very Gucci America trademarks that it has wrongfully misappropriated. Forever
6 21 surely knows how strong these trademarks are, and, in seeking to cancel them
7 nonetheless, is taking aim not only at Gucci America, but also at any other company
8 that has earned brand recognition through creativity, innovation and investment.
9 Gucci America's trademarks rest on nearly a century of work in establishing and
10 maintaining the GUCCI brand's reputation for high-quality goods that are instantly
11 recognizable to consumers as "GUCCI" brand products and that incorporate the
12 impeccable quality for which the GUCCI brand is known. Forever 21 cannot undo
13 the substantial consumer confusion it has created, or the resulting damages it has
14 caused, by wrongfully seeking to divest Gucci America of its famous trademarks.

15 7. Accordingly, by these Counterclaims, Gucci America seeks to recover
16 against Forever 21 for its willful and intentional trademark infringement and other
17 violations of Gucci America's long-held exclusive rights in its iconic green-red-
18 green and blue-red-blue webbing trademarks. In doing so, Gucci America is
19 standing up again to assert its commitment to its customers that it will protect the
20 value and quality of GUCCI products, and that it will not allow infringements of, or
21 attacks on, its signature trademarks.

22 **THE PARTIES**

23 8. Counterclaimant Gucci America, Inc. is a New York corporation,
24 having its principal place of business at 195 Broadway, 12th Floor, New York, New
25 York 10007.

26 9. Upon information and belief, counter-defendant Forever 21 is a
27 Delaware corporation and has its principal place of business at 3880 N. Mission
28 Road, Los Angeles, California 90031.

JURISDICTION AND VENUE

10. This is an action arising under the Trademark Act of 1946, 15 U.S.C. § 1051, *et seq.* (the “Lanham Act”), and the laws of the State of California.

11. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b). This Court has supplemental jurisdiction over all other claims asserted herein under 28 U.S.C. § 1367(a). Alternatively, this Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

12. This Court has personal jurisdiction over Forever 21 because Forever 21 brought this action in this Court and thereby consented to its jurisdiction. Alternatively, this Court has personal jurisdiction over Forever 21 because, among other things, it is doing business in the State of California and, upon information and belief, its principal place of business is in this district.

13. Venue is proper in this district because Forever 21 brought this action in this Court and thereby consented to venue. Alternatively, venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Forever 21 resides in and is subject to personal jurisdiction in this district.

FACTUAL ALLEGATIONS

A. The GUCCI Brand and Gucci America’s Famous Green-Red-Green and Blue-Red-Blue Webbing Logos

14. The GUCCI brand’s status as one of the world’s premier brands is the result of nearly a century of excellence and innovation in luxury and leather goods, fashion, and accessories. From its inspired beginnings in Florence, Italy in the 1920s, to its rise as a global fashion company in the second-half of the 20th century, GUCCI has represented the pinnacle of Italian craftsmanship. Today, Gucci America distributes, among other things, clothing, accessories, footwear, lifestyle

1 products, jewelry and watches sold under the famous GUCCI brand name in the
2 United States.

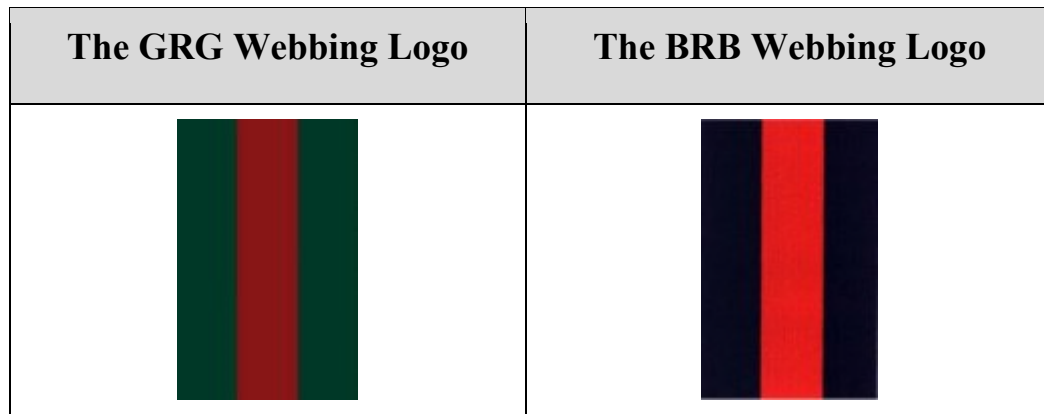
3 15. The origin of the GUCCI brand stems from the inspirations that its
4 founder, Guccio Gucci, took from his time as a young boy in Florence and as a
5 porter in London during the early 20th Century. While in London, he dreamed of
6 opening a shop in Florence that would sell beautiful leather pieces like those he saw
7 hotel guests using. When he returned to Florence, he opened a leather goods shop
8 on via Vigna Nuova. Behind the store was a small workshop where Guccio began
9 making fine luggage and handbags, using the highest quality leather from Tuscan,
10 German, and English manufacturers.

11 16. In the ensuing decades, the GUCCI brand expanded from a small
12 family business based in Italy to an international brand with a worldwide presence.
13 In 1953, Gucci America opened its first store in New York City on East 58th Street,
14 introducing Americans to Italian fashion. Throughout the second half of the 20th
15 century, the GUCCI brand continued to expand its presence across the globe.

16 17. In the United States and Puerto Rico, Gucci America now has
17 approximately 100 GUCCI-branded and Gucci America-owned/operated retail
18 boutiques where it sells its products. Gucci America also sells its products through
19 its official website, www.gucci.com, as well as in several high-end retail department
20 stores, including Neiman Marcus, Saks Fifth Avenue, Bergdorf Goodman and
21 Nordstrom. Although GUCCI is a luxury brand, Gucci America markets and sells
22 products to customers in nearly every demographic, including teenagers and young
23 adults, offering products at a variety of price points.







24 18. Much of the GUCCI brand's growth and success can be traced to its
25 long-standing and prominent use of its iconic trademarks on its high-quality goods,
26 such that customers instantaneously know that such products are GUCCI. Among
27 its most famous marks, and those at issue in this lawsuit, are Gucci America's
28 signature webbing trademarks consisting of three bands in green-red-green ("GRG

Webbing Logo”) and blue-red-blue (“BRB Webbing Logo”) color combinations (together, the “Webbing Logos”), as depicted below:



19. Gucci America has consistently used the Webbing Logos in commerce since the 1960s. The Webbing Logos are inherently distinctive and, through Gucci America’s decades of use of the Webbing Logos across a variety of luxury goods, have acquired distinctiveness.

20. Gucci America’s famous Webbing Logos are instantly recognizable and are known by the American consuming public as designating GUCCI as the origin of the products on which they are displayed. Products bearing the Webbing Logos are sought after by consumers because, among other reasons, they represent the high quality in luxury goods and high-end fashion for which GUCCI is known. Gucci America uses the Webbing Logos in connection with the promotion and sale of clothing, footwear, handbags, fashion accessories, and many other categories of goods and services. By way of example only, below are some of the products Gucci America has sold using the Webbing Logos:

1	“Stretch Viscose Dress with Web”	“Ruffle Leather Bomber Jacket”
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10	“Stretch Viscose Legging with Web” and “Wool Cropped Pant”	“Felted Jersey Wrap Skirt”
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20	“Dionysus Medium Leather Hobo” and “Leather Duffle”	“Ace Leather Sneaker”
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21. Gucci America has established valuable trademark rights in the U.S., and significant goodwill among U.S. consumers, in its Webbing Logos by virtue of its long-standing use of them in commerce.

22. Every year, Gucci America spends tens of millions of dollars on advertising. As part of its effort to reach a broad range of customers, Gucci America advertises in a variety of publications, including fashion magazines like *Vogue*, *Harper's Bazaar*, *Elle*, *Marie Claire*, *W Magazine*, *GQ* and *Esquire*, and lifestyle magazines such as *Vanity Fair* and *The New Yorker*. Gucci America also advertises on billboards, in malls, and on telephone kiosks and taxi tops, as well as through a host of online media sources, including social media platforms such as Facebook and Instagram. GUCCI has consistently been recognized as a top global brand and a top luxury brand. For example, GUCCI is presently in the top 50 of *Forbes'* list of *The World's Most Valuable Brands*.¹ In 2016, *Interbrand Best*

¹ See <https://www.forbes.com/powerful-brands/list/#tab:rank> (“*The World's Most Valuable Brands*”) (2017 rankings).

1 *Global Brands* designated GUCCI as one of the Top Global 100 brands and has, for
 2 the past 17 years, named GUCCI as the #1 Italian brand in the ranking.²

3 23. Additionally, over the course of decades, Gucci America has invested
 4 substantially in the promotion and marketing of goods bearing the Webbing Logos.
 5 Since 2003 alone, Gucci America has spent more than \$20 million on advertising
 6 featuring the Webbing Logos in the United States. A compilation of examples of
 7 Gucci America's advertising of goods bearing the Webbing Logos in recent years is
 8 attached hereto as **Exhibit A**. Because of Gucci America's long-standing and
 9 widespread use of the Webbing Logos, those logos have become essential to, and
 10 representative of, GUCCI's brand identity.

11 24. Independent of Gucci America's own advertising efforts, GUCCI
 12 products bearing the Webbing Logos have received significant acclaim and attention
 13 from third-parties, including exposure in national media and the marketplace.
 14 Examples of editorial coverage of GUCCI products bearing the Webbing Logos are
 15 included in **Exhibit B**. Indeed, a Gucci men's suit—properly identified as
 16 “Gucci”—that prominently features the GRG Webbing Logo was displayed just a
 17 few weeks ago on the front page of the July 14, 2017 *New York Times*, and also
 18 displayed, full-page, as the lead photo for the cover story of its *Men's Style* section
 19 in the same issue:

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 26 ² See *Best Global Brands 2016 Rankings*, INTERBRAND,
 27 <http://interbrand.com/best-brands/best-global-brands/2016/ranking/>; *Best Global*
 28 *Brands 2016 Rankings: Italy*, INTERBRAND, [http://interbrand.com/best-brands/best-](http://interbrand.com/best-brands/best-global-brands/2016/ranking/#?filter=Italy)
[global-brands/2016/ranking/#?filter=Italy](http://interbrand.com/best-brands/best-global-brands/2016/ranking/#?filter=Italy).

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July 14, 2017 New York Times


25. Gucci America's use of the Webbing Logos has resulted in substantial sales of GUCCI products under the Webbing Logos by Gucci America every year. In the last 14 years alone, Gucci America has sold more than half a billion dollars' worth of products bearing the GRG and/or BRB Webbing Logos.

26. As a result of Gucci America’s long-standing use of the Webbing Logos, its substantial investment of resources in advertising and promoting the Webbing Logos over time, and the Webbing Logos’ popularity in American culture and among consumers, the Webbing Logos have achieved widespread recognition among the general consuming public of the United States and around the world as distinctive source-identifiers for GUCCI. The GRG and BRB Webbing Logos are synonymous with GUCCI across the general consuming public. Indeed, Judge Scheindlin of the Southern District of New York concluded that the GRG Webbing Logo was a famous mark within the meaning of the Trademark Dilution Revision Act of 2006, stating that it was a “***strong, famous***” mark “***entitled to the strictest protection the law affords.***” *Gucci Am., Inc. v. Guess?, Inc.*, 868 F. Supp.2d 207, 246 (S.D.N.Y. 2012) (emphasis added).

27. Other courts—including the Ninth Circuit Court of Appeals and courts in this district—have similarly recognized the distinctiveness and strength of Gucci America’s GRG Webbing Logo. *See, e.g., Manetti-Farrow, Inc. v. Gucci Am., Inc.*, 858 F.2d 509, 511 (9th Cir. 1988) (the “red and green Gucci stripe” is “distinctive”); *Gucci Am., Inc. v. Los Altos Boots, Inc.*, 2014 WL 12561613, at *5 (C.D. Cal. Aug. 27, 2014) (finding “sufficient” evidence that GRG Webbing Logo “has acquired secondary meaning because the company has spent substantial time, skill, and money to develop, advertise, and promote the Gucci Mark, leading to its widespread recognition among consumers”); *Gucci Am., Inc. v. Super Star Int’l, Inc.*, 2013 WL 12114741, at *3 (C.D. Cal. Nov. 8, 2013) (“The strength of the Gucci [GRG Webbing] Marks makes confusion more likely.”); *Gucci Am., Inc. v. Gucci*, 2009 WL 8531026, at *14 (S.D.N.Y. Aug. 5, 2009) (finding that Gucci America “has shown that its marks are valid trademarks”); *Gucci Am., Inc. v. Action Activewear, Inc.*, 759 F. Supp. 1060, 1064 (S.D.N.Y. 1991) (finding it “clear that plaintiffs’ marks,” including GRG Webbing Logo, “have acquired secondary meaning in the minds of the public, identifying plaintiffs as the source of goods bearing those

marks”); *Gucci Am., Inc. v. Dart, Inc.*, 715 F. Supp. 566, 568 (S.D.N.Y. 1989) (“The green-red-green stripe device is a strong mark.”).

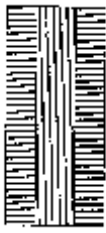
28. Gucci America owns several valid and subsisting United States trademark registrations for its GRG and BRB Webbing Logos. The GRG Webbing Logo design mark is the subject of several registrations on the Principal Register in the United States Patent and Trademark Office (the “USPTO”), including the following federal registration:

Mark	Reg. No.	Reg. Date	First Use in Commerce	Goods/Services (Class)
	4379039	8/6/2013	1967	Shorts, pants, jeans, leggings, t-shirts, polo shirts, shirts, sweaters, sweatshirts, dresses, skirts, swimwear, one piece garments for infants and toddlers, cloth bibs, scarves, ties, hats, gloves, suspenders, belts. (25)

29. A copy of the trademark registration for Registration No. 4379039 is attached hereto as **Exhibit C**.

30. Additionally, Gucci America owns and maintains common law trademark rights to the GRG Webbing Logo by virtue of its use in commerce throughout the United States (collectively, with Gucci America’s rights in the mark bearing Registration No. 4379039, the “GRG Webbing Marks”).

31. The BRB Webbing Logo design mark, likewise, is the subject of several registrations on the Principal Register in the USPTO, including the following federal registration:

Mark	Reg. No.	Reg. Date	First Use in Commerce	Goods/Services (Class)
 (Blue-Red-Blue)	1520796	1/17/1989	1967	Goods made or coated with precious metal – namely candle holders, watches, cufflinks, bracelets, pendants, key rings, paperweights, earrings, rings, necklaces, ice buckets, goblets, and stylized animal containers. (14)

32. A copy of the trademark registration for Registration No. 1520796 is attached hereto as **Exhibit D**.

33. Gucci America's Registration No. 1520796 has become incontestable pursuant to 15 U.S.C. § 1065 because the trademark it covers "has been in continuous use for five consecutive years subsequent to the date of such registration and is still in use in commerce."

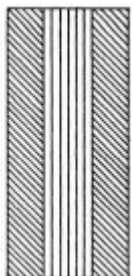
34. Additionally, Gucci America owns and maintains common law trademark rights to the BRB Webbing Logo by virtue of its use of it in commerce throughout the United States (collectively, with Gucci America's rights in the mark bearing Registration No. 1520796, the "BRB Webbing Marks," and collectively with the GRG Webbing Marks, the "GRG and BRB Webbing Marks" or simply the "Webbing Marks").


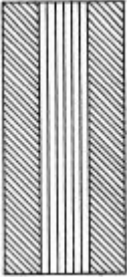

35. From their inception decades ago, and throughout their continuous use by Gucci America since then, the GRG and BRB Webbing Marks have been non-functional and have served to distinguish GUCCI products bearing those marks from the products of Gucci America's competitors and to identify the GUCCI brand as the source of those products.

36. Gucci America expends significant resources in carefully and closely monitoring and policing the use of its iconic marks, including the GRG and BRB Webbing Marks, by third parties, and in enforcing its trademark rights throughout

the United States. Gucci America does not permit third parties to use the Webbing Marks, absent a license, which it selectively grants to a very limited number of licensees. In fact, currently, Gucci America has only two authorized licensees. Gucci America actively enforces its federal and common law trademark rights in the Webbing Marks to safeguard the immense value and consumer goodwill it has engendered in those marks, and to preserve the exclusivity of the Webbing Marks to Gucci America.


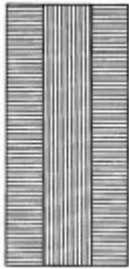
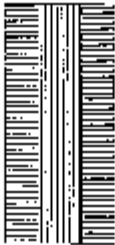
37. Gucci America's GRG and BRB Webbing Marks are famous, having acquired widespread recognition among the general consuming public of the United States and around the world as distinctive source-identifiers for GUCCI. The fame that Gucci America's Webbing Marks have achieved is further evidenced by the numerous trademark registrations on the Principal Register of the USPTO that Gucci America has obtained for the GRG and BRB Webbing Marks over the years. For example, in addition to Registration No. 4379039, Gucci America owns the following federal registrations for the GRG Webbing Logo:

Mark	Reg. No.	Reg. Date	First Use in Commerce	Goods/Services (Class)
 (Green-Red-Green)	1122780	7/24/1979	1963	Wallets, purses, handbags, shoulder bags, clutch bags, tote bags, card cases, passport cases, cosmetic cases, attaché cases, valises, suitcases, duffles, necktie cases, umbrellas, saddles, bridles, walking sticks, canes, and key cases. (18)

Mark	Reg. No.	Reg. Date	First Use in Commerce	Goods/Services (Class)
 (Green-Red-Green)	1483526	4/5/1988	1967	Footwear. (25)
 (Green-Red-Green)	1123224	7/31/1979	1967	Goods made or coated with precious metal – namely candle holders, watches, cufflinks, bracelets, pendants, key rings, paperweights, earrings, rings, necklaces, ice buckets, goblets, stylized animal containers and letter openers. (14)
	4567112	7/15/2014	2010	Eyeglasses and sunglasses and cases therefor; protective covers and cases for mobile electronic communication devices and computers; cell phone straps; computer carrying cases. (9)
			2010	Jewelry and key rings of precious metal. (14)
			2010	Cosmetic cases sold empty, suitcases, luggage, duffle bags, diaper bags partly and wholly of leather; pet accessories, namely, carriers, collars and leashes. (18)

38. The foregoing trademark registrations are attached hereto as **Exhibit E**.

39. In addition to Registration No. 1520796, Gucci owns the following federal registrations for the BRB Webbing Logo:

Mark	Reg. No.	Reg. Date	First Use in Commerce	Goods/Services (Class)
	4563151	7/8/2014	1963	Gym bags, wallets, cosmetic cases sold empty. (18)
 (Blue-Red-Blue)	1511774	11/8/1988	1963	Wallets, purses, handbags, shoulder bags, clutch bags, tote bags, business card cases, credit card cases, passport cases, cosmetic cases sold empty, attaché cases, valises, suitcases, duffle bags, necktie cases, umbrellas, saddles, bridles, walking sticks, canes and key cases. (18)
 (Blue-Red-Blue)	1495863	7/12/1988	1967	Footwear. (25)

40. The foregoing trademark registrations are attached hereto as **Exhibit F**.

41. In addition to its existing registrations, Gucci America continues to prosecute additional trademark applications for federal registration of the BRB and GRG Webbing Marks in the USPTO.

B. Forever 21's Willful Misappropriation of Gucci America's Famous Webbing Marks

42. Plaintiff and counter-defendant Forever 21 is a nationwide clothing retailer whose offerings are inexpensive "knock-offs" of the most fashionable





1 designers. Being sued for thefts of intellectual property is apparently just a cost of
2 doing business for it, and one which does not interfere with its overall business
3 model, which is behind the company's growth into a \$4 billion business with more
4 than 500 retail stores and an active e-commerce website.

5 43. Forever 21 has a well-documented history of infringing the trademarks,
6 trade dress, copyrights, and designs of successful fashion brands. In this district
7 alone, upon information and belief, more than a hundred cases for infringement of
8 copyright or trademark rights have been brought against Forever 21 in the past
9 decade. As Magistrate Judge Dolinger of the Southern District of New York has
10 noted, "*the extraordinary litigating history of [Forever 21] . . . raises the most*
11 *serious question as to whether it is a business that is predicated in large measure*
12 *on the systematic infringement of competitors' intellectual property.*"
13 *Anthropologie, Inc. v. Forever 21, Inc.*, 2009 WL 690239, at *4 (S.D.N.Y. Mar. 13,
14 2009) (emphasis added).





15 44. Upon information and belief, in or around December 2016, if not
16 earlier, and continuing to the present, Forever 21 began attempting to profit from the
17 considerable consumer goodwill attendant to Gucci America's GRG and BRB
18 Webbing Marks by selling products bearing marks identical and/or confusingly
19 similar to the Webbing Marks (the "Infringing Products").

20 45. The Infringing Products offered by Forever 21 include, but are not
21 necessarily limited to, the products depicted below, which are shown side-by-side
22 with a genuine Gucci America product, and which bear the same or confusingly
23 similar marks:

<p>Gucci America's Use Of Its GRG And BRB Webbing Marks</p>	<p>Forever 21's Infringing Products</p>
<div data-bbox="315 331 911 936" data-label="Image"> </div> <p data-bbox="358 961 867 1003">“Crackle Leather Bomber Jacket”</p>	<div data-bbox="1049 331 1557 936" data-label="Image"> </div> <p data-bbox="1008 961 1507 1003">“Metallic Faux Leather Bomber”</p>
<div data-bbox="293 1108 932 1612" data-label="Image"> </div> <p data-bbox="321 1703 904 1801">“Acid Blooms Print Bomber” and “Blooming in Your Garden Floral Silk Bomber”</p>	<div data-bbox="971 1045 1544 1671" data-label="Image"> </div> <p data-bbox="1073 1734 1435 1776">“Floral Bomber Jacket”</p>

<p>Gucci America's Use Of Its GRG And BRB Webbing Marks</p>	<p>Forever 21's Infringing Products</p>
 <p data-bbox="407 926 818 968">"Viscose Stretch Knit Top"</p>	 <p data-bbox="1016 926 1500 968">"Long-Sleeve Striped Cuff Tee"</p>
 <p data-bbox="347 1566 875 1608">"Embroidered Bonded Cotton Top"</p>	 <p data-bbox="1013 1566 1500 1608">"Cherry Paris Butterfly Sweater"</p>

<p>Gucci America's Use Of Its GRG And BRB Webbing Marks</p>	<p>Forever 21's Infringing Products</p>
 <p data-bbox="310 890 914 932">"Tech Jersey Bomber with Embroidery"</p>	 <p data-bbox="984 890 1528 932">"Embroidered Satin Bomber Jacket"</p>
 <p data-bbox="318 1640 909 1738">"Jersey Stirrup Legging with Floral Embroidery" and "Tech Jersey Jogging Pant"</p>	 <p data-bbox="1023 1671 1490 1713">"Private Academy Sweatpants"</p>

Gucci America's Use Of Its GRG And BRB Webbing Marks	Forever 21's Infringing Products
 <p data-bbox="391 919 836 961">"Shine Jersey V-Neck Dress"</p>	 <p data-bbox="992 919 1523 961">"Tiger Embroidery Stripe Sweater"</p>
 <p data-bbox="381 1470 846 1512">"Web Grosgrain Bow Brooch"</p>	 <p data-bbox="1128 1470 1388 1512">"Striped Choker"</p>

46. Forever 21's use of reproductions, counterfeits, copies, or colorable imitations of Gucci America's GRG and BRB Webbing Marks (the "Infringing Designations") has created a likelihood of substantial confusion and mistake among consumers as to the source or origin of the Infringing Products and as to Gucci America's connection or affiliation with, or endorsement of, the Infringing Products and Forever 21.

1 47. Further, Forever 21's use of the Infringing Designations on the
 2 Infringing Products diminishes the distinctiveness of the Webbing Marks insofar as
 3 it reduces the exclusivity that the Webbing Marks carry by virtue of their association
 4 with Gucci America. Forever 21's use of the Infringing Designations further dilutes
 5 the value of the Webbing Marks by associating the Webbing Marks with Forever 21,
 6 which is known as a purveyor of imitation designer apparel, as contrasted with the
 7 GUCCI brand, which is known for innovative design, high fashion and unparalleled
 8 quality.

9 48. Upon information and belief, Forever 21's infringement of Gucci
 10 America's Webbing Marks was and continues to be willful and intended to cause
 11 confusion or mistake among consumers for Forever 21's benefit. Forever 21's acts
 12 in deceiving consumers into believing that Gucci America products could be
 13 purchased at Forever 21 was not an innocent coincidence: it occurred at the very
 14 same time that Gucci America was seeing, and continues to see, record performance
 15 in sales flowing from the new creative direction of the GUCCI brand under the helm
 16 of its creative director, Alessandro Michele. *GQ* magazine recently declared
 17 GUCCI "the hottest label on earth right now," commenting that stores "can't seem
 18 to keep anything in stock longer than a couple of days. All hail the new king of
 19 cool."³ Significantly, this new creative direction has, among other things, expanded
 20 the prominence of the Webbing Logos in GUCCI's apparel line, helping to make the
 21 GUCCI brand—and Webbing Logos in particular—more popular than ever. Upon
 22 information and belief, Forever 21's actions in infringing Gucci America's GRG
 23 and BRB Webbing Marks—which coincide with GUCCI's expansion of the
 24 prominence of the Webbing Marks in its fashion line—is a deliberate effort to trade
 25 on the popularity of the Webbing Marks that Gucci America has achieved through
 26 substantial investment and innovation.

27
 28 ³ *Why Gucci Is The Hottest Label On Earth Right Now*, *GQ* (Aug. 27, 2016)
<http://www.gq.com/story/gucci-alessandro-michele-loafers-embroidery>.

1 49. Forever 21's willfulness in infringing the Webbing Marks is evident
 2 not only from its blatant copying of the Webbing Logos and other source-identifying
 3 features of popular GUCCI products at the height of the brand's popularity, but also
 4 from its continued sale of the Infringing Products even after Gucci notified Forever
 5 21 that its sales were in violation of Gucci America's rights in its Webbing Marks.

6 50. Specifically, on or about December 7, 2016, Gucci America wrote to
 7 Forever 21 demanding that it cease and desist from, *inter alia*, infringement of the
 8 BRB Webbing Marks. Forever 21 failed to provide any substantive response,
 9 requiring Gucci America to send additional letters on January 6 and February 13,
 10 2017, in which Gucci America repeated its demand that Forever 21 cease and desist
 11 from selling products that infringed on, *inter alia*, Gucci America's BRB Webbing
 12 Logo Registration No. 1520796, as well as its GRG Webbing Logo Registration No.
 13 4379039, and identified further examples of Infringing Products that had come to
 14 Gucci America's attention in the interim.

15 51. Upon information and belief, Forever 21's failure to timely and
 16 meaningfully respond to Gucci America's demands was an intentional delay tactic
 17 designed to avoid taking responsibility for its infringing conduct, all the while
 18 continuing to sell and profit from the Infringing Products.

19 52. Despite having been on notice for months that its conduct infringed
 20 Gucci America's rights in its Webbing Marks, upon information and belief, Forever
 21 21 nonetheless continues to market and sell Infringing Products.

22 **FIRST CAUSE OF ACTION**

23 **Infringement of Registered Trademarks Under** 24 **Section 32 of the Lanham Act, 15 U.S.C. § 1114**

25 53. The foregoing allegations are incorporated as if re-alleged herein.

26 54. Gucci America owns federal trademark registrations bearing
 27 Registration Nos. 4379039 and 1520796.
 28

1 55. In the sale, offering for sale, distribution, and advertising of the
 2 Infringing Products, Forever 21 uses in commerce a reproduction, counterfeit, copy,
 3 or colorable imitation of the Webbing Marks registered by Registration Nos.
 4 4379039 and 1520796.

5 56. Upon information and belief, Forever 21's sale, offering for sale,
 6 distribution, and advertising of the Infringing Products bearing the Infringing
 7 Designations have caused, are likely to continue to cause, and are intended to cause
 8 confusion and mistake among, or to deceive, consumers and the trade.

9 57. Forever 21's marketing and sale of the Infringing Products bearing the
 10 Infringing Designations constitute infringement of the Webbing Marks registered by
 11 Registration Nos. 4379039 and 1520796 in violation of Section 32 of the Lanham
 12 Act, 15 U.S.C. § 1114.

13 58. Forever 21's acts of trademark infringement have caused and, unless
 14 restrained, will continue to cause great and irreparable injury to Gucci America and
 15 to the substantial consumer goodwill that Gucci America has engendered, in an
 16 amount that cannot be ascertained at this time, leaving Gucci America with no
 17 adequate remedy at law.

18 59. Accordingly, Gucci America is entitled to injunctive relief against
 19 Forever 21, restraining it from any further infringement of the Webbing Marks
 20 registered by Registration Nos. 4379039 and 1520796 and, after trial, recovery of
 21 any damages proven to have been caused by reason of Forever 21's infringement of
 22 those Webbing Marks.

23 **SECOND CAUSE OF ACTION**

24 **Trademark Infringement and False Designation of Origin Under** 25 **Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)**

26 60. The foregoing allegations are incorporated as if re-alleged herein.

27 61. Forever 21's actions, including, but not limited to, its unauthorized use
 28 of the Infringing Designations in commerce in connection with the Infringing

1 Products, constitutes a false designation of origin, false and misleading
 2 representations of fact, and false and misleading descriptions of fact, which have
 3 caused, and are likely to cause, confusion, mistake, and deception in violation of
 4 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

5 62. Forever 21's promotion, distribution, sale and offering for sale of the
 6 Infringing Products bearing the Infringing Designations is intended to cause, has
 7 caused, and is likely to cause, confusion, mistake, or deceit as to the affiliation,
 8 connection, or association of Forever 21 and the Infringing Products with Gucci
 9 America, or as to the origin, sponsorship, approval of Forever 21's goods, services,
 10 or commercial activities by Gucci America.

11 63. Forever 21's deceptive promotion, distribution, sale and offering for
 12 sale of the Infringing Products bearing the Infringing Designations constitute a false
 13 designation of origin and false and misleading descriptions and representations of
 14 fact in violation of Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

15 64. Accordingly, Gucci America is entitled to injunctive relief against
 16 Forever 21, restraining it from any further infringement of the Webbing Marks and,
 17 after trial, recovery of any damages proven to have been caused by reason of
 18 Forever 21's infringement of the Webbing Marks.

19 **THIRD CAUSE OF ACTION**

20 **Trademark Dilution, 15 U.S.C. § 1125(c)**

21 65. The foregoing allegations are incorporated as if re-alleged herein.

22 66. Gucci America is the exclusive owner of the GRG and BRB Webbing
 23 Marks in the United States, which are inherently distinctive and have acquired a
 24 high degree of distinctiveness through Gucci America's use of the Webbing Marks
 25 in commerce for many years.

26 67. The Webbing Marks have achieved wide recognition and fame among
 27 the general consuming public of the United States as a designation of source of the
 28 goods or services of Gucci America.

68. Forever 21's use of the Infringing Designations in connection with the marketing and sale of the Infringing Products, without Gucci America's authorization, is likely to cause dilution by blurring and tarnishment of, and does, in fact, dilute and detract from the distinctiveness of, the famous Webbing Marks, with consequent damage to Gucci America and to its substantial business and goodwill symbolized by the Webbing Marks in violation of the Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c).

69. Upon information and belief, Forever 21 willfully intended to trade on the recognition of the Webbing Marks.

70. Forever 21's willful acts of trademark dilution have caused and, unless restrained, will continue to cause, great and irreparable injury to Gucci America and to the substantial consumer goodwill that Gucci America has engendered, in an amount that cannot be ascertained at this time, leaving Gucci America with no adequate remedy at law.

71. Accordingly, Gucci America is entitled to injunctive relief against Forever 21, restraining it from any further acts of trademark dilution and, after trial, recovery of any damages proven to have been caused by reason of Forever 21's acts of trademark dilution.

FOURTH CAUSE OF ACTION

Common Law Trademark Infringement

72. The foregoing allegations are incorporated as if re-alleged herein.

73. In the sale, offering for sale, distribution, and advertising of the Infringing Products, Forever 21 uses the Infringing Designations without Gucci America's authorization.

74. Forever 21's actions, including, but not limited to, its unauthorized use of the Infringing Designations in commerce in connection with the Infringing Products, constitute trademark infringement which has caused, and is likely to cause,

1 confusion, mistake, and deception in violation of Gucci America's common law
2 rights to the Webbing Marks.

3 75. Forever 21's promotion, distribution, sale and offering for sale of the
4 Infringing Products bearing the Infringing Designations is intended to cause, has
5 caused, and is likely to cause confusion, or mistake, or deceive as to the affiliation,
6 connection, or association of Forever 21 and the Infringing Products with Gucci
7 America, or as to the origin, sponsorship, approval of Forever 21's goods, services,
8 or commercial activities by Gucci America.

9 76. Forever 21's acts, as described above, constitute common law
10 trademark infringement.

11 77. Accordingly, Gucci America is entitled to injunctive relief against
12 Forever 21, restraining it from any further infringement of the Webbing Marks and,
13 after trial, recovery of any damages proven to have been caused by reason of
14 Forever 21's infringement of the Webbing Marks.

15 **FIFTH CAUSE OF ACTION**

16 **Trademark Dilution, California Business & Professions Code § 14247**

17 78. The foregoing allegations are incorporated as if re-alleged herein.

18 79. Gucci America is the exclusive owner of the GRG and BRB Webbing
19 Marks in California, which marks have achieved wide recognition by the general
20 consuming public of California as a designation of source of the goods of Gucci
21 America through Gucci America's long-time and extensive promotion and use of
22 the Webbing Marks in California in connection with substantial sales of Gucci
23 America products in California.

24 80. Forever 21's intentional use of the Infringing Designations in
25 commerce in connection with the marketing and sale of the Infringing Products,
26 without Gucci America's authorization, is a commercial use of the Webbing Marks
27 that is likely to cause dilution of the Webbing Marks, with consequent damage to
28

1 Gucci America and its substantial business and goodwill symbolized by the
2 Webbing Marks.

3 81. Forever 21's acts constitute trademark dilution under California
4 Business & Professions Code § 14247.

5 **SIXTH CAUSE OF ACTION**

6 **Unfair Competition Under California Common Law and California Business & Professions Code § 17200, *et seq.***

7 82. The foregoing allegations are incorporated as if re-alleged herein.

8 83. By the conduct alleged above, Forever 21 has intentionally and
9 willfully engaged in unlawful, unfair, and/or fraudulent methods of competition, and
10 unfair or deceptive acts or practices in violation of California Business &
11 Professional Code § 17200 and the common law.

12 84. Forever 21's actions, including, but not limited to, its unauthorized use
13 of the Infringing Designations in commerce in connection with the marketing and
14 sale of the Infringing Products, constitutes an unlawful, unfair or fraudulent business
15 act or practice and unfair, deceptive, untrue or misleading advertising.

16 85. Forever 21's actions are likely to cause confusion, misrepresentation,
17 and/or to cause mistake or to deceive the public as to the affiliation, approval,
18 sponsorship or connection between Forever 21 and Gucci America, and constitute
19 unfair competition at common law and under California Business & Professions
20 Code § 17200.

21 86. Upon information and belief, unless restrained by this Court, Forever
22 21 will continue to infringe Gucci America's Webbing Marks, and trade unfairly in
23 connection therewith, such that money damages will not afford Gucci America
24 adequate relief for the injury to Gucci America's goodwill sustained by such actions.

25 87. Upon information and belief, Forever 21 has the purpose or intent to
26 injure Gucci America, a competitor, or to destroy competition.
27
28

1 88. Forever 21's actions have resulted in direct and proximate damage to
2 Gucci America.

3 89. Forever 21 has been unjustly enriched as a direct result of its wrongful
4 acts, and Gucci America is entitled to restitution, in an amount to be determined a
5 trial.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Gucci America prays for judgment and relief against Forever
8 21 as follows:

- 9 1. Injunctive relief where appropriate;
- 10 2. An accounting by Forever 21 of its profits for all infringement of Gucci
11 America's Webbing Marks;
- 12 3. Actual damages in an amount to be proven at trial;
- 13 4. Punitive or exemplary damages where appropriate;
- 14 5. Reasonable costs and attorneys' fees pursuant to applicable law;
- 15 6. Pre and post-judgment interest as applicable; and
- 16 7. Any other relief the Court deems appropriate.

17 **DEMAND FOR A JURY TRIAL**

18 Defendant and counterclaimant Gucci America hereby demands a jury trial of
19 all issues in these Counterclaims which are triable to a jury.
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1 DATED: August 7, 2017

2 QUINN EMANUEL URQUHART &
3 SULLIVAN, LLP

4
5 By /s/ Daniel C. Posner

6 Daniel C. Posner

7 Susan R. Estrich

8 Zack Schenckan

9 865 South Figueroa Street, 10th Floor

10 Los Angeles, California 90017-2543

11 Telephone: (213) 443-3000

12 Facsimile: (213) 443-3100

13 Robert L. Raskopf (*pro hac vice* pending)

14 51 Madison Avenue, 22nd Floor

15 New York, New York 10010

16 Telephone: (212) 849-7000

17 Facsimile: (212) 849-7100

18 *Attorneys for Defendant and*
19 *Counterclaimant Gucci America, Inc.*
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22
23
24
25
26
27
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